

[REPUBLIC OF LIBERIA]
[MONTSERRADO COUNTY]

FINANCIAL CONSULTANCY SERVICE CONTRACT

This Consultancy Service Contract is made and entered into this 2nd day of January, A.D. 2026, by and between the **National Transit Authority (NTA)**, a Public Corporation solely owned by the Liberian Government, located at Japan Drive, in the Township of Gardnersville, represented by its Managing Director, Hon. Edmund Forh Forh, of the City of Monrovia, County of Montserrado, Republic of Liberia, hereinafter known and referred to as the “**Client**” and Mr. J. Willy Moore, also a Liberian and a resident of Voker Mission Road Paynesville City, Republic of Liberia, herein after known and referred to as the “**Consultant**”. Both the Client and the Consultant herein are collectively referred to as the “**Parties**”; hereby;

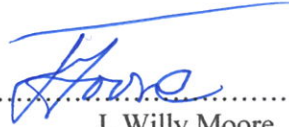
WITNESSETH:

1. That the Client, and approval of the Board of Directors, in a bid to expand its financial viability, strategy & financial planning, budgeting and cost control, revenue and pricing analysis, investment and asset management, and explore alternative ways to source stakeholders’ investment opportunities, sought the expertise of a consultant that can adequately perform the desired tasks;
2. That in consideration of the past performance history of the Consultant to the Client, the Client hereby covenants, promises and agrees to offer the Consultant this contract to perform the following tasks on behalf of the Client:
 - Develop business plans and financial strategies aligned with fleet expansion, modernization, and service improvement;
 - Conduct feasibility studies for new routes, depots, or infrastructure investments;
 - Advise on capital structuring (equity, debt, PPPs, donor funding);
 - Facilitate in the preparation of annual budgets;
 - Structure fleet acquisition projects (buses, spare parts garages);
 - Assess, asset depreciation and replacement cycles;
 - Recommend leasing vs. purchasing strategies for buses and equipment;
 - Draft concept notes, proposals, and reports for government ministries, donors and investors;
 - Ensure compliance with donor financial reporting standards;
 - Support negotiation with banks PPP partners, and international agencies;
 - Prepare quarterly and annual reports for executives and stakeholders;
 - Recommend efficiency improvements in operations and financial management; and
 - All reports emanating from the consultant be sent directly to the Managing Director
3. That the Client shall pay the Consultant a Monthly Service fee of **ONE THOUSAND TWO HUNDRED UNITED STATES DOLLARS (US\$1,200.00)**, OR ITS LIBERIAN DOLLARS EQUIVALENT AT THE PREVAILING CENTRAL BANK OF LIBERIA’S RATE AT THE TIME OF PAYMENT. However, justification documentation for tasks undertaken monthly by the consultant shall be submitted to the Client and copy shared with Client’s Finance Section to process payment. Thus, the total Consultancy Fee is **SEVEN THOUSAND TWO HUNDRED UNITED STATES DOLLARS (US\$7,200.00)**, OR ITS LIBERIAN DOLLARS EQUIVALENT AT THE PREVAILING CENTRAL BANK OF LIBERIA’S RATE AT THE TIME OF PAYMENT.
4. This Consultancy Contract takes effect January 2, 2026 and expires on July 31, 2026, with option to renew. The Contract duration is six (6) months.
5. It is further understood and agreed by the Contracting Parties that should the Consultant have to perform services on behalf of the Client outside of Montserrado County, but within the Republic, the Consultant shall be entitled to a per diem commensurate with the local travel ordinance as issued by the Ministry of Finance and Development Planning of the Republic of Liberia.
6. That the Parties understand and agree that during the life of this Consultancy Contract (January 2, 2026 to July 31, 2026), applicable taxes associated with the monthly value of the Contract (US\$1,200.00) shall be withheld by the Client and remitted to the APPROPRIATE REVENUE AUTHORITY OF THE GOVERNMENT OF LIBERIA and a flag receipt obtained therefrom shall be given to the Consultant by the Client, as evidence of the Consultant’s payment of the appropriate tax.

7. It is mutually understood and agreed by the Contracting Parties herein that failing on an amicable settlement, all disputes arising out of this Consultancy Service Contract shall be submitted to Arbitration in accordance with chapter 64. ARBITRATION, Title 1, Liberia Code of Laws Revised.
8. It is also mutually understood and agreed by the Contracting Parties that either party reserves the right to terminate this contract for cause, upon the aggrieved party serving thirty (30) days written advance notice on the other party. Also, both parties shall maintain the confidentiality of all financial information shared during this engagement.
9. In the event of force majeure, the Parties hereto mutually agree that the performance of this Contract shall be suspended until normal conditions are restored.
 - a) Force majeure is herein defined as natural disasters, acts of God, war, civil disturbances which shall hinder, delay or make impossible the performance of this Contract.
 - b) Any time which may be lost due to the occurrence of force majeure shall be added to the remaining time of the contract.
10. The Parties agreed that the governing law of this Legal Service Contract shall be the Laws of the Republic of Liberia.
11. This instrument contains the entirety of the agreement between the Parties hereto and it is intended to be the complete and exclusive statement of the terms and conditions of this Consultancy Service Contract. There are no other agreements or understanding(s), [oral or written], between the Parties in respect of transaction. No modification or verification hereof shall be valid unless the same is expressly agreed to and approved by the contracting Parties in writing. This Contract supersedes all other communications, oral or written, in connection with this Consultancy Service Contract.
12. This Consultancy Service Contract shall be binding on the Parties, their heirs, administrators, executors, legal representatives, successors-in-office and assigns as though they were herein mentioned by names.

IN WITNESS WHEREOF, the parties hereto have executed and acknowledged this instrument and affixed our names and signatures on this 2nd day of January, A. D. 2026.

Representing the Consultant
Voker Mission Road, Paynesville, Liberia

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 22-2026
J. Willy Moore
CONSULTANT

Representing the Client
National Transit Authority (NTA)
Japan Drive, Gardnersville, Liberia

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Hon. Edmund Forh Forh
MANAGING DIRECTOR [NTA]

Executed at Monrovia On the
In two (2) original copies.
The Consultant: J. Willy Moore
The Client: NATIONAL TRANSIT AUTHORITY